

# BOOKING FORM



To join one of our trips, please complete this form and send it to your nearest Australian World Expeditions office of which Australian Walking Holidays is a division of, or to your local travel agent, together with a non refundable deposit of \$400 per person per trip. Please note that some trips may require a greater deposit; please check specific trip essential information on our website regarding varied deposit amounts or final payment deadlines.

## PARTICIPANT 1 DETAILS BELOW TO BE PROVIDED AS IT APPEARS IN YOUR PASSPORT

TITLE: MR MRS MISS MS DR OTHER  
SURNAME: \_\_\_\_\_  
FIRST NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
SUBURB/CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_  
TEL: (MOB) \_\_\_\_\_ (LAND) ( ) \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
OCCUPATION: \_\_\_\_\_  
DATE OF BIRTH: (DD/MM/YR) \_\_\_\_\_ HEIGHT (CM): \_\_\_\_\_  
DO YOU HAVE A PRE-EXISTING MEDICAL CONDITION? YES NO  
IF YES, PLEASE PROVIDE DETAILS: \_\_\_\_\_  
\_\_\_\_\_  
DO YOU HAVE SPECIAL DIETARY REQUIREMENTS? YES NO  
IF YES, PLEASE PROVIDE DETAILS: \_\_\_\_\_  
EMERGENCY CONTACT: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_  
MOBILE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

## PARTICIPANT 2 DETAILS BELOW TO BE PROVIDED AS IT APPEARS IN YOUR PASSPORT

TITLE: MR MRS MISS MS DR OTHER  
SURNAME: \_\_\_\_\_  
FIRST NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
SUBURB/CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_  
TEL: (MOB) \_\_\_\_\_ (LAND) ( ) \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
OCCUPATION: \_\_\_\_\_  
DATE OF BIRTH: (DD/MM/YR) \_\_\_\_\_ HEIGHT (CM): \_\_\_\_\_  
DO YOU HAVE A PRE-EXISTING MEDICAL CONDITION? YES NO  
IF YES, PLEASE PROVIDE DETAILS: \_\_\_\_\_  
\_\_\_\_\_  
DO YOU HAVE SPECIAL DIETARY REQUIREMENTS? YES NO  
IF YES, PLEASE PROVIDE DETAILS: \_\_\_\_\_  
EMERGENCY CONTACT: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_  
MOBILE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

## TRIPS SELECTED

TRIP NAME: \_\_\_\_\_ DEPARTURE DATE: \_\_\_\_\_ ALTERNATIVE DATE: \_\_\_\_\_  
TRIP NAME: \_\_\_\_\_ DEPARTURE DATE: \_\_\_\_\_ ALTERNATIVE DATE: \_\_\_\_\_  
ADDITIONAL ARRANGEMENTS OR EXTENSIONS IF REQUIRED: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
WOULD YOU LIKE TO RECEIVE YOUR DEPARTURE INFORMATION AND TRAVEL DOCUMENT BY: OPTION 1: EMAIL OR OPTION 2: NORMAL POST  
HAVE YOU TRAVELLED WITH US BEFORE? YES NO WHERE DID YOU HEAR ABOUT US? \_\_\_\_\_  
BY TICKING THIS BOX I /WE CONFIRM THAT I/WE HAVE READ, UNDERSTOOD AND ACCEPT THE CONDITIONS OF CONTRACT  
ACCOMPANYING THIS BOOKING AND THE OBLIGATIONS SET OUT IN THE CONDITIONS, PARTICULARLY THOSE RELATING TO THE RELEASE AND  
WAIVER OF LIABILITY [CONDITION 19], IF AGED UNDER 18, THIS FORM REQUIRES THE CONSENT OF YOUR PARENT OR LEGAL GUARDIAN.  
PARTICIPANT 1: SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_ PARTICIPANT 2: SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

## CREDIT CARD DETAILS - PARTICIPANT 1

VISA MASTERCARD AMEX CHEQUE  
CARDHOLDER'S NUMBER: \_\_\_\_\_  
EXPIRY DATE: \_\_\_\_\_ I agree to debit this card below amount  
CARDHOLDERS NAME: \_\_\_\_\_ AMOUNT: \_\_\_\_\_

## CREDIT CARD DETAILS - PARTICIPANT 2

VISA MASTERCARD AMEX CHEQUE  
CARDHOLDER'S NUMBER: \_\_\_\_\_  
EXPIRY DATE: \_\_\_\_\_ I agree to debit this card below amount  
CARDHOLDERS NAME: \_\_\_\_\_ AMOUNT: \_\_\_\_\_

## SEND YOUR BOOKING FORM TO:

info@australianwalkingholidays.com.au

# terms & conditions



Please read carefully these terms and conditions of contract. In completing and submitting the Booking Form, you agree to be bound by these conditions which constitute the agreement between the Australian Walking Holidays (AWH) and Tasmanian Expeditions (TEX), trading as divisions of World Expeditions Services Pty Ltd ACN 107 525 619 (Here after referred to as WE) and you. No variation of these conditions will be effective unless in writing and signed by a person so authorised by WE. In these terms and conditions reference to "WE representatives" means tour leaders and staff of WE and its officers, employees, agents, licensees, guides and other third parties and representatives and the land management authorities in Australia, or any of them.

By completing and submitting the Booking Form you affirm that you:

- are over the age of 18 and legally competent to give the waiver, release and indemnity contained in it;
- understand that this document is contractual in nature, has legal effect and is not merely a warning nor provided for information purposes;
- understand that WE have relied upon your execution of the document in allowing your and/or your child's participation in the tour.

Where this document is signed for a participant under 18 years of age, then the parent/guardian signing this document covenants in terms of conditions 17 and 18, in respect of any claim, liability or cause of action that arises out of or is incidental to the child's participation in the tour.

## 1. How to Book

To reserve your place on a tour/s, you must complete the Booking Form either online or by filling out the paper form and pay a minimum non-refundable deposit of \$400. Some trips require a greater non-refundable deposit amount or an additional instant payment for a permit. In these instances, refer to the individual trip detail pages and trip notes for details.

## 2. Prices

The prices quoted represent the most current prices, are per person and are subject to minimum numbers. Where minimum numbers are not met by the balance payment due date, a small group surcharge will be offered to ensure the trips operation. Refer to the trip notes for all tour inclusions and exclusions. Once you have paid a deposit for your trip any subsequent discounts or price reductions that are advertised may not be retrospectively applied. WE will try its utmost not to increase tour prices, however, sometimes increases are outside its control and WE reserve the right to amend tour prices accordingly. Amendments may be necessitated for many reasons including, but not limited to, increases in ground operator services, exchange rate fluctuations, increased fuel costs, airfares, airport charges, or the need to engage alternative air or ground operators. Any increase in tour prices must be paid prior to the departure date.

## 3. Payment

The balance of the tour price is payable to WE 70 days prior to departure or up to 90 days for some departures (see trip detail pages and trip notes for specific requirements). Prices are quoted in Australian dollars (unless otherwise specified) and all payments must be made in Australian dollars. If payment of the balance of the tour price is not received by WE by the due date you will be taken as having cancelled the tour and cancellation charges in accordance with condition 4 will apply.

## 4. Cancellations

If you wish to cancel your tour, you must notify WE in writing where after the cancellation will take effect subject to the following:

- For trips with Balance due at 40 days, if cancellation takes place more than 41 days prior to your departure date, your full deposit, and any additional non-refundable deposits paid, will be forfeited. If cancellation takes place at 40 days or less before your departure date 100% of the tour price will be forfeited.
- For trips with Balance due at 70 days, if cancellation takes place more than 71 days prior to your departure date, your full deposit, and any additional non-refundable deposits paid, will be forfeited. If cancellation takes place between 70 & 41 days or less before your departure date 50% of the tour price will be forfeited. If cancellation takes place at 40 days or less before your departure date 100% of the tour price will be forfeited.
- For trips with Balance due at 90 days, if cancellation takes place more than 91 days prior to your departure date, your full deposit, and any additional non-refundable deposits paid, will be forfeited. If cancellation takes place between 90 & 61 days or less before your departure date 50% of the tour price will be forfeited. If cancellation takes place at 60 days or less before your departure date 100% of the tour price will be forfeited.

Variations to the conditions outlined in clauses 3, 4 and 5 may apply. Please refer to individual trip essential information for details. The tour price is quoted as a package. No partial refunds or credit will be given for services not used. Any amount forfeited, which has not then been paid to WE by you, may be recovered from you by WE as a debt due and payable.

## 5. Amendments/Transfers

AMENDMENTS: To make amendments to your tour arrangements, you must notify WE in writing. Each amendment to your tour arrangements will incur a \$100 administration fee and you will be liable for any increase in airfares or operational expenses occasioned by the amendment.

TRANSFERS: If you wish to transfer from one tour to another, you must notify WE in writing after which the transfer will take effect subject to the following. Transfers may only be made to another tour to commence within 12 months of your original departure date and the following transfer charges will apply:

- For trips with Balance due at 40 days. If your notice is received more than 41 days prior to your departure a \$100 transfer fee will apply. If your notice is received at 40 days or less prior to your departure 100% of your tour price will be forfeited. In addition, any increase in airfares or operational services or extra permit/deposit penalties will apply; or
- For trips with Balance due at 70 days. If your notice is received more than 71 days prior to your departure a \$100 transfer fee will apply. If your notice is received between 70 & 41 days prior to your departure 50% of your tour price will be forfeited. If your notice is received at 40 days or less prior to your departure 100% of your tour price will be forfeited. In addition, any increase in airfares or operational services or extra permit/deposit penalties will apply; or
- For trips with Balance due at 90 days. If your notice is received more than 91 days prior to your departure a \$100 transfer fee will apply. If your notice is received between 90 & 61 days prior to your departure 50% of your tour price will be forfeited. If your notice is received at 60 days or less prior to your departure 100% of your tour price will be forfeited. In addition, any increase in airfares or operational services or extra permit/deposit penalties will apply; or

Note: Any transfer from one tour to another is subject to availability and the agreement in writing of WE, however, the transfer of a trip from one person to another is not permitted.

## 6. Health & Fitness Requirements

You must be in good health and physical condition and are strongly advised to follow our pre departure fitness training recommendations. Depending on the trip grading and your medical circumstances, you may be required to submit our medical questionnaire as proof that you are fit and healthy enough to participate in the tour 70 - 90 days prior to departure. If you have booked a tour graded 1-4 there is no medical form required, unless your booking form indicates a pre-existing medical condition. If you have booked for a tour graded 5-10 you will be sent a medical form upon booking and can complete this yourself and return to us 70 - 90 days prior to departure, unless you have a pre-existing medical condition or are over 60-70 years of age (depending on your trip grading) in which case you must have your doctor complete and sign it. If you suffer from severe muscular, chest heart or bronchial disorders, or if you are a severe asthmatic, or have high blood pressure, you are strongly advised against participating. Tours take place in remote areas where there is little or no access to normal medical services or hospital facilities for serious problems. Evacuation, where necessary, can be prolonged, difficult and expensive. Medical and evacuation expenses will be your responsibility, but insurance may cover you depending on the circumstances. While we do not discriminate by age, due to the extreme nature of some of our trips graded 8 and over we strongly discourage participants over 60 years of age. WE reserve the right in its absolute discretion to refuse a participant the right to participate on a tour and our standard cancellation terms will apply in these circumstances.

## 7. Medical Disclosure

You declare and warrant that:

- you are in good health and mental and physical fitness at the time of booking this tour;
- you have disclosed to WE's every matter concerning your health and mental and physical fitness of which you are aware, or ought reasonably be expected to know, that is relevant to WE's decision to permit you to go on the adventure tour;

- immediately upon any adverse change in your health or fitness that may be likely to affect WE's decision to permit you to go on the adventure tour; you will notify WE in writing of any such adverse change;

- you acknowledge that the obligation to disclose under this condition continues from the time of booking the tour through to departure and for the duration of the tour;
- WE are permitted to disclose medical information to our consultant doctor for an opinion;
- WE's consultant doctor may exclude you from a tour if he/she deems it necessary;
- you have taken the necessary precautions to immunise/vaccinate for the destination you are travelling to;
- you have taken out a travel insurance policy that adequately covers you for medical eventualities including cover specifically for any pre-existing medical conditions.

## 8. Tour Leaders

WE tour leaders take their responsibilities seriously and if for any reason a tour leader believes, in his or her absolute discretion, that you should not participate in the tour, before your departure, he or she may exclude you from the tour. In this event, you will be offered the option of taking another tour considered suitable for you or a full refund. If for any reason during a tour the tour leader considers, in his or her sole discretion, that your behaviour or your fitness or mental or physical health is likely to cause danger, distress or annoyance to others, he or she may direct you not to continue and you must follow the tour leader's instructions. In this case you will not be entitled to any refund.

WE reserve the right to change, at any time, the tour leader of any tour. If that happens, WE will try to ensure that the alternative tour leader has expertise commensurate with that of the original tour leader. Any such change by WE will not give rise to any right on your part to cancel the tour or claim any expenses, loss or damage which may be suffered.

## 9. Complaints

If while during your trip you have a problem, please bring this to the immediate attention of the tour leader, teacher or relevant supplier (eg. Transport provider, hotelier). If your complaint is not resolved to your satisfaction, please contact your WE consultant by email or phone and they will endeavour to assist you. If your complaint cannot be resolved locally, please follow this up in writing within 30 days of your return home by writing to our Operations Department at your local WE office using recommendations set out in our 'Complaint Handling and Dispute Resolution Policy' as detailed on [www.worldexpeditions.com/complaints](http://www.worldexpeditions.com/complaints)

## 10. Cancellation due to tour booking numbers

WE reserve the right to nominate a small group surcharge where a trip has not reached minimum numbers or to cancel the tour. In case of a tour cancellation due to booking numbers, you will be given a full refund of payments made by you to WE. You will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damage or for any loss of time or inconvenience which may result from such cancellation including but not limited to visa, passport and vaccination charges, gear purchases or non-refundable flights and taxes.

## 11. Route changes, Postponement, Cancellation or Delay

WE reserves the right to either before or during a tour:

- cancel or modify any routes within the tour or objectives set out in the itinerary; or
- substitute different or equivalent routes within the tour in place of cancelled or modified routes; or
- postpone, cancel or delay (either in relation to the departure or arrival times or the duration of the tour) any such aspect of the tour if, in the absolute discretion of WE, it is necessary to do so due to inclement weather, snow or icy conditions or circumstances that are known to us and are otherwise likely to be hazardous or dangerous or due to any other adverse or threatening conditions whether political or military or terrorist or otherwise or if, in the absolute discretion of WE, there is a likelihood of any such event occurring which may impact upon the safety of the participants, or if an act or omission of a third party prevents the tour or any aspect of the tour being undertaken in accordance with your booking or for any other reason considered necessary by WE. In the event of any change, modification, cancellation, postponement or delay under this condition, you acknowledge that you will have no right of refund of the tour price (whether in whole or in part) and no right to claim compensation for any injury, loss or damage or other additional expenses incurred by virtue of the change, modification, cancellation postponement or delay.

## 12. Itineraries and brochures

Itineraries and other details are published in good faith as statements of intention only and reasonable changes in the itinerary and related items may be made where deemed necessary or advisable by WE. The information contained on WE's website, brochures, trip notes and pre departure information is to the best of WE belief, correct at the date of publishing.

## 13. Insurance

Personal travel insurance is not included in the tour price. It is a condition of booking a tour with WE, and your responsibility to ensure that you are adequately insured for the full duration of the tour in respect of illness, pre-existing medical conditions, injury, death, loss of baggage and personal items, evacuation, cancellation and curtailment. You must provide evidence to WE that you have obtained personal travel insurance covering all of the activities in which you expect to participate. If you do not, for any reason, provide satisfactory evidence of suitable personal travel insurance, WE may in their discretion cancel your tour and refund the tour price you have paid less cancellation fees and any other non-recoverable costs WE have incurred.

## 14. Proof of citizenship or information required to travel

It is your responsibility to obtain proper identification or proof of citizenship as required by the authorities of the destination to which you are travelling. You will not be entitled to a refund if you are denied boarding or entry on any basis, including without limitation, improper documentation (ie. visas) or failure to provide information. It is a requirement of many countries that your passport is valid for six months beyond the date of your return home to your home country and it is your responsibility to check you have such validity.

## 15. Airlines and other transport providers

Any material published by WE, the Booking Form and these conditions of contract are not issued on behalf of, and do not commit any airline whose services are used or proposed to be used in the course of the tour. If an airline's proposed travel or fare schedule is amended or cancelled, such amendment or cancellation will not be considered a cancellation of the tour by WE. Any flights or other transport forming part of the tour arrangements are subject to the conditions of the carrying airline or other transport entity, which in most cases limits the airlines' or other transport entity's liability to passengers in accordance with applicable international law and conventions.

## 16. Force Majeure

If WE are prevented (directly or indirectly) from performing any of its obligations under this agreement by reason of an act of God, strikes, trade disputes, fire, breakdowns, epidemics and pandemics, interruption of transport, government or political action, travel bans imposed by governments, acts of war or terrorism, acts or omissions of a third party or for any other cause whatsoever outside WE's reasonable control, WE will be under no liability whatsoever to you and may, at its option, by written notice to you, cancel the tour wherein condition 4 will apply in respect of cancellation charges.

## 17. Assumption of risk

You acknowledge and agree that:

- by the very nature of adventure travel and trekking holidays, they are more challenging and demanding with a commensurately higher level of risk compared with conventional holidays, and involve potential exposure to injury and possibly death;
- in the countries and regions in which adventure travel is undertaken, standards of accommodation, transport, health care, hygiene, safety and service provision generally are often not as high as those standards in your country of residence and may require flexibility and patience on your part;
- the additional dangers and risks associated with adventure travel may include difficult and dangerous terrain; high altitude; extremes of weather, including sudden and unexpected changes; political instability; remoteness from normal medical services and from communications; and evacuation difficulties in the event of illness or injury;
- the enjoyment and excitement of adventure travel is derived in part from the inherent dangers and risks associated with adventure travel and that those inherent dangers and risks are a reason

why you wish to undertake the adventure tour, and

- you have submitted your booking for the tour after giving due consideration of relevant travel information including, without limitation, any relevant information or advice given by the governments of Australia, New Zealand and Canada, the British Foreign Office and US Department of State and that it is your responsibility to acquaint yourself with that information or advice. For the above reasons you therefore accept the inherent and increased dangers and risks associated with the proposed adventure tour and the accompanying risk of injury, death or property damage or loss.

## 18. Exclusion of Liability

Save for the guarantees that apply to the supply of services of the kind covered by these terms and conditions under Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law (ACL), as modified by condition 19, and to the extent permitted by law, you hereby exclude, release and forever discharge WE and their representatives from liability for all claims including, without limitation, claims for loss of profits, consequential, exemplary and aggravated damages, for:

- (a) your death or physical or mental injury or the death or physical or mental injury of any other person; and
- (b) damage to or loss of your property or the property of any other person, arising from or connected with your participation in the recreational services which comprise the tour.

## 19. Exclusion of liability from ACL guarantees

Under Subdivision B of Division 1 of Part 3-2 of the ACL, certain guarantees apply to the supply of services of the kind covered by these terms and conditions.

Under section 139A of the Competition and Consumer Act 2010 (Cth) (CCA), WE may exclude the application of the provisions of Subdivision B of Division 1 of Part 3-2 of the ACL in certain circumstances.

To the extent permitted by section 139A of the CCA, WE exclude the application of the provisions of Subdivision B of Division 1 of Part 3-2 of the ACL:

1. in respect of all recreational services, within the meaning of section 139A(2) of the CCA, provided by WE pursuant to these terms and conditions;
2. limited to liability for:
  - a. death; or
  - b. a physical or mental injury of an individual (including aggravation, acceleration or recurrence of such an injury); or
  - c. the contraction, aggravation or acceleration of a disease of an individual; or
  - d. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or affairs in relation to an individual
    - i. that is or may be harmful or disadvantageous to the individual or community; or
    - ii. that may result in harm or disadvantage to the individual or community,

3. but excluding liability for significant personal injury suffered by a person that is caused by the reckless conduct, within the meaning of section 139A of the CCA, of WE.

## 20. Release, Discharge and Indemnity

To the greatest extent permitted by law (including section 139A of the Competition and Consumer Act 2010) you:

- unconditionally release, discharge and agree not to sue WE in respect of any liability, claim or cause of action that may arise from any act, omission, default, failure or error on the part of WE, (including any negligent act, omission, default, failure or error) in respect of the supply of the recreational services to you;
- indemnify and will keep indemnified WE from any liability, claim or cause of action that may be brought against WE as a result of or in connection with any act, omission, default, failure or error on the part of WE (including any negligent act, omission, default, failure or error) arising from or in connection with the supply of the recreational services;
- agree that in the event of your death, your estate and personal representatives, executors or administrators indemnify and will keep indemnified WE from any liability, claim or cause of action that may be brought against WE by your personal representatives, executors, administrators, dependants or any other person entitled to claim damages in respect of your death.

This condition 20 is limited to liability for:

- death; or
- a physical or mental injury (including the aggravation, acceleration or recurrence of such an injury); or
- the contraction, aggravation or acceleration of a disease; or
- the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
  - i) that is or may be harmful or disadvantageous to you or the community; or
  - ii) that may result in harm or disadvantage to you or the community.

## 21. Exclusion of Liability applicable for Victorian clients

This condition applies for clients in Victoria, Australia.

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

If you sign the Booking Form, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 are excluded, restricted or modified in the way set out in the Booking Form, if you are killed or injured because the services provided were not in accordance with the statutory guarantees outlined below.

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named in this condition is required to ensure that the recreational services it supplies to you—

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

NOTE: The change to your rights, as set out in this condition, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence", in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012.

## 22. Privacy

You permit WE to collect personal information from you, or from your medical practitioner, regarding your health and medical condition. You acknowledge that this personal information may be disclosed to WE representatives in order to ensure your safety and well being but will not be used for them in any other purpose.

## 23. Waiver

A party will not be deemed to have waived any of its rights or remedies under these conditions or at law by allowing any time or indulgence or by not exercising any right or remedy arising out of any default by the other party.

## 24. Severance of conditions

If any part of a condition is illegal, unenforceable, or invalid, it is to be treated as removed from the conditions, however, the remainder of the conditions are not altered.

## 25. Jurisdiction

This agreement and the rights and obligations of the parties will be construed and take effect in accordance with and be governed by the laws of:

- Victoria, in the case the booking is made in the state of Victoria, or
- NSW, in the case the booking is made elsewhere in Australia or from outside of Australia